

Reach For The Stars Hot Air Balloon Foundation

RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

I hereby acknowledge that I have VOLUNTARILY applied to participate in hot air ballooning activities. I understand and I am aware that **hot air ballooning is a hazardous activity**. I understand that hot air ballooning and the use of ballooning equipment involves a **risk of injury or death** and that there is a possibility that I could be injured or killed while participating in this activity. I also understand that the property upon which the take-off or landing of the balloon is to occur may not be in a safe condition.

I hereby agree to, and expressly assume any and all risk of injury or death while hot air ballooning, whether during the preparation, take-off, flight, landing, pack-up or travel to or from the take-off or landing areas, including ground transportation.

I recognize that the pilot of the balloon is in full and complete charge and control of the balloon and is solely responsible for all decisions made concerning all things or persons in or connected with the balloon on the ground or in the air.

I hereby irrevocably **release Reach For The Stars Hot Air Balloon Foundation, Forus, Kimberly & David Lynch**, their employees, balloon crew, agents, successors, heirs, assigns, affiliates and legal representatives [“Released Parties”] from **all claims, rights, demands or actions** which I or my successors, heirs or assigns may have against the Released Parties in connection with the ballooning activities. I agree not to make a claim against or sue the Released Parties for **injuries, death or property damages** relating to the ballooning activities and/or the use of the balloon equipment, even if any injury, death or damage is caused to me or my property is due to the **ordinary negligence** of the Released Parties or the **dangerous condition** of any property upon which the ballooning activities may take place.

I further understand and agree that this release extends to all claims for ordinary negligence, known, unknown, suspected or unsuspected, arising out of the ballooning recreational/sporting activities.

I hereby agree to and accept the terms and conditions of this **Release of Liability and Assumption of Risk Agreement**. This Release of Liability and Assumption of Risk Agreement constitutes the final and entire agreement between the Released Parties and the undersigned concerning this subject matter.

In the event of litigation with respect to the ballooning activities or this agreement, the prevailing party shall be entitled to recover attorney fees and the costs of litigation.

(For Self)I certify that I am eighteen (18) years of age or older and that I have no medical or mental condition that prevents me from participating in the ballooning activities. (Or for Minor Child) I certify that I am eighteen (18) years of age or older and that said **child** has no medical or mental condition that prevents the **child** from participating in the ballooning activities.

Signature for Self or for Minor Child

Printed Name of Passenger and Relation to passenger

What to Wear:

Dress normally for the location, season, and time of day. Sunrise flights might be a bit cool before we launch. You will find it warmer in the balloon than on the ground for two reasons: the heat from the balloon burner and the fact that we move with the wind so you do not feel it. Casual, layered clothing works well. Jeans are perfect. **Over 5'9" you may want to bring a cap to ward off the heat from the balloon's burner.** Please wear long pants and sensible, sturdy shoes. Sandals, high heels and bare feet are **not allowed**. We do not always land in park like conditions.

What to Bring:

Camera and lots of film or memory card space. Don't forget to charge your batteries. Camera buffs: wide-angle lens for launch and shots up into the balloon. Wide-angle to moderate telephoto for in-flight panoramas. Be sure your equipment has a sturdy strap. Yes, cameras have dropped overboard.

What not to Bring:

Baggage. Purses. Valuables. Pets, Unattended children.

Physical Considerations:

Ballooning is Safe. Reach For The Stars Hot Air Balloon Foundation has a specially designed basket that provides walk on or roll in access. If you roll in, your brakes must be in proper working order, as they are a part of our locking system for your safety. **Also seated passengers will need to provide whatever means is needed to restrain them into the chair for the landing.** You will decide based on individual needs, what that needs to be. We try not to fly in conditions that have rough landings, but we like to prepare for forward momentum. Depending on the person, that would be a lap belt or shoulder/chest, if necessary.

For the standing passengers, ballooning is safe but is a sport, and as such, places some physical demands on the participants. Contact us immediately if you have a physical impairment; recent medical treatment; knee, leg, hip or back problems; pregnancy; excessive weight; physical frailty; or other physical conditions, which may affect your safety during the flight. If you have any physical problem, we will reschedule your flight after a doctor's release.

Every balloon ride is a new adventure, which may include a bumpy ride in the chase vehicle down dusty trails, and your patience may be appreciated.

Weather:

We must have safe and legal weather conditions in order to fly. Whenever we are sure that the wind, rain or overcast will not allow us to fly, we will cancel. **Please remember,** as explained in your letter of confirmation, to call and check on weather. If you do not check weather, you may find yourself standing alone at the meeting site. Often, we are not really sure until right up to launch time. If we cancel at the launch time, we will do our best to accommodate your needs and to reschedule at your convenience, no refunds please, as weather is beyond our control.

Reminder of the importance of being on time:

The nature of ballooning is such that we must fly in the calm periods just at sunrise. If you come too late, we may not be able to fly.

Cancellations:

The flight date is subject to availability and existing weather conditions. As weather is beyond our control, you may reschedule.

Waiver:

Please have all members of your party read the waiver enclosed, you will be asked to sign a copy when you check in for your flight. If any member of your party is a minor, please have a parent or legal guardian sign the waiver on the reverse, and turn it in when checking in.

P.S. Gratuities are accepted by your pilot on behalf of your hard-working volunteer ground crew.